

**AGREEMENT BETWEEN CITY OF CHICO AND
INNOVATIVE HEALTH CARE SERVICES (PEG TAYLOR CENTER)
FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
Community Organization Funding Program - Public Services Activity
(2020-2021 Fiscal Year)**

THIS AGREEMENT is made effective July 1, 2020, between the City of Chico, a California charter city, ("City"), and Innovative Health Care Services, a California non-profit corporation ("Provider").

WHEREAS, Provider is a non-profit corporation organized under the laws of the State of California and qualifying for Federal Tax Exempt Status; and

WHEREAS, the City is a recipient of United States Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") funds, and desires to allocate a portion of its CDBG Funds ("Funding") to Provider for the sole purpose of supporting Provider's delivery of services and programs to City's residents, on the terms and conditions set forth herein.

NOW, THEREFORE, Provider and City agree as follows:

1. PROGRAMS AND SERVICES

- A. Provider shall render to City's residents those services as set forth in attached Exhibit "A", entitled "Statement of Services for Use of City of Chico Community Development Block Grant (CDBG) Funds." Such services shall be provided in a manner and quality satisfactory to City, and consistent with any applicable standards required as a condition to Provider receiving the Funding.
- B. National Objectives. Provider recognizes and agrees that all activities funded with the Funding shall meet at least one of the following CDBG program's National Objectives: (1) benefit low-and-moderate income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency, as defined in Title 24 of the Code of Federal Regulations ("CFR") 570.208. Provider certifies that the activities and services to be carried out under this Agreement will meet such National Objective(s) as described in Exhibit "A".
- C. Levels of Accomplishment – Provider acknowledges and agrees that the activities and services carried out with the Funding are subject to goals and performance measures, which may include such measures as units rehabbed, persons or households assisted, or meals served, and timeframes for performance. Provider agrees to provide the levels of program standards outlined in Exhibit "A".

- C. Provider shall comply with all applicable uniform administrative requirements set forth in 2 CFR part 200, which are expressly incorporated in their entirety into this Agreement, and to which Provider expressly acknowledges having read, agreed to, and understands. All expenditures of City funds by Provider shall be made strictly within the limitations of the 2 CFR part 200 which, as of the date of this Agreement, may be found here: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.
- D. Provider shall comply with federal civil rights laws including, but not limited to Title VI of the Civil Rights Act of 1964, as amended (non-discrimination); Section 109 of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; and Title VIII of the Civil Rights Act of 1968, as amended (the Fair Housing Act).
- Providers with 15 or more employees must designate a Section 504 Coordinator, establish grievance procedures and include non-discrimination notices in informational, advertising and marketing materials for CDBG funded activities.
- E. Funding paid hereunder shall be expended solely for the benefit of City's residents, i.e., persons living within the jurisdictional limits of the City. Provider shall keep accurate and complete records of persons served by it as to their residency.
- F. Provider shall render services utilizing Funding only to recipients meeting appropriate eligibility criteria as set forth in Exhibit "B". Upon request, Provider shall further provide a letter to the City describing the methodology by which income of recipients is determined.
- G. Provider shall charge only those fees set forth in Exhibit "C" for services provided, and shall keep complete and accurate records of fees charged.
- H. Provider shall administer its programs in conformance with applicable Circulars and regulations governing cost principles applicable to its organization, including those set forth in 2 CFR Part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
- I. Any fees charged to eligible recipients for services under this Agreement shall be added to funds allocated by City and used to further eligible program services as described in Exhibit "A". In the event existing provisions of an agreement between Provider and its primary funding agency conflict with this section, the requirements of the primary funding agency take precedent; provided that the City is provided a copy of such existing agreement and indicates in writing the City's consent to the same.
- J. Provider shall not use any of the Funding for the purpose of influencing or attempting to influence an elected official or officer or employee of any local, state or federal agency, or in support or opposition of any political candidate or ballot

CDBG regulations, payment for services shall be made after services have been rendered and in accordance with the invoicing procedures set forth herein. To the extent available, as judged from the City's sole and absolute discretion, City may advance to Provider payment of a portion of the allocation for the fiscal year in order to allow Provider to continue operation.

6. REPAYMENT OF FUNDING

If, upon the completion of the term set forth in Exhibit "A" or upon the termination of this Agreement, whichever first occurs, any Funding advanced to Provider remains unexpended, Provider shall return the unexpended Funding and any Program Income to City within thirty (30) days of the expiration of the term, or shall make a request in writing to retain the Funding. Any request to retain Funding or Program Income shall be submitted to the City Manager and must be received no later than thirty (30) days prior to the expiration of the term, and the City's approval of such request shall be memorialized in a subsequent agreement between the parties setting forth the activities that will be undertaken with the same. Notwithstanding the foregoing, at the end of any program year during the term of this Agreement, the City may require remittance of all or portion of any Program Income balances held by Provider.

7. DOCUMENTS, REPORTS AND RECORDS

- A. Provider shall at all times maintain a complete and current set of financial and statistical record of all its activities which shall clearly reflect the application and use of the Funding paid to it by City, as required by the CFR. Such records include but are not limited to the following, as applicable to Provider's activities:
1. Records providing a full description of each activity undertaking;
 2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
 3. Records required to determine the eligibility of activities;
 4. Records required to document the acquisition, improvement, use or disposition or real property acquired or improved with CDBG assistance;
 5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
 6. Financial record as required by 24 CFR 570.502, and 2 CFR 200; and
 7. Other records necessary to document compliance with Subpart K or 24 CFR Part 570.

- F. Provider shall retain all documents pertaining to this Agreement for a period of five (5) years after this Agreement's termination (or for any further period that is required by law), and until all Federal or City audits are complete and exceptions resolved for this Agreement's funding period. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later. Upon request, Provider shall make these records available to authorized representatives of the City and the United States Government.

8. ON-SITE MONITORING

A. PROGRAMMATIC:

Authorized representatives of HUD and City shall be allowed to monitor the performance of Provider against the goals and performance outlined in this Agreement. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Provider within a reasonable period of time after being notified by City, contract suspension or termination procedures may be initiated. Such monitoring may include, but is not limited to, observation of services provided, interviews with Provider personnel and staff involved in project operations and validation of source data used in the preparation of reports to City.

The City will advise Provider in writing of any monitoring concerns or findings within thirty (30) days after a monitoring visit. Provider shall respond to the concerns/findings within ten (10) days.

B. FISCAL:

The Administrative Services Director or his/her designee, or a certified public accountant selected by City, shall conduct an annual audit of Provider's records maintained in connection with the operations and services performed pursuant to this Agreement. Such audit will be conducted in accordance with audit guidelines prescribed by HUD. Provider shall make its records available for this purpose.

The Administrative Services Director may accept an audit from an independent auditor in lieu of or in addition to a City audit. City will supply Provider with a preliminary draft of the audit report and hold a conference with Provider to discuss the report if any findings are noted. Provider shall respond to all findings within ten (10) working days after the conference. The response will be incorporated in the audit report for submittal to the City Manager.

12. NON-DISCRIMINATION CLAUSE

Provider agrees that in the performance of this Agreement and in the provision of any service or services funded in whole or in part by the grant made by City to Provider pursuant to this Agreement, Provider shall not discriminate against any employee, recipient of Provider's services, or any other person on the grounds of sex, race, creed, color, national origin or ancestry, religion, age, familial or marital status, medical condition, genetic information, gender, source of income, veteran status or disability. In the event Provider is a religious organization, Provider shall also not condition receipt of any of the services funded by the grant made pursuant to this Agreement upon participation in any religious instruction or service.

13. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Provider shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

14. WORKER'S COMPENSATION

The Provider shall provide Worker's Compensation Insurance coverage for all of its employees involved in the performance of this Agreement

15. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery, or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date sent. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated herein, unless otherwise modified by subsequent written notice.

16. SUBCONTRACTS

The Provider shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of City prior to the execution of such agreement. The Provider shall monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documentation of follow-up actions taken to correct areas of noncompliance. The Provider shall cause all of the provisions of this Agreement to be included in and made a part of any subcontract executed in the performance of this Agreement. The Provider shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all

22. ENTIRE AGREEMENT

This Agreement, and the exhibits, documents, laws, rules, guidelines, circulars, and regulations referenced and hereby expressly incorporated herein, constitute the entire agreement between City and Provider for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Provider with respect to this Agreement.

23. SUSPENSION AND DEBARMENT

- A. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Provider is required to verify that none of the Provider's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The Provider must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters in to.
- C. This certification is a material representation of fact relied upon by City. If it is later determined that the Provider did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT "A"
STATEMENT OF SERVICES FOR USE OF
CITY OF CHICO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS
Public Services Activity

Name of Provider: Innovative Health Care Services, Inc.
Address: 124 Parmac Road, Chico, CA 95926 **Telephone:** (530) 342-2345
Contact Person/Title: Corinne Miller, Interim Executive Director, cmillerptc@sbcglobal.net

Are clients presumed low income beneficiaries? No

Term of this Agreement: July 1, 2020 through June 30, 2021

PROGRAM DESCRIPTION:

The Peg Taylor Center for Adult Day Health Care provides assistance for seniors and other adults with disabilities and their families through crisis assistance; comprehensive support for physical and mental health needs, including nursing care, medication management, personal care, therapy and social services; care coordination to ensure access to other needed health care and stable housing; meals to address nutritional needs, including specialized diets for diabetes and those on dialysis; and transportation to care and services.

PERFORMANCE GOALS: (define and enumerate)

Number of city residents to be assisted with CDBG funds (adults)..... 80 *

SERVICES TO BE PROVIDED TO CITY RESIDENTS FROM CITY FUNDING AS SET OUT IN BUDGET FOR USE OF CDBG FUNDS:

| | |
|---|---------------------|
| Salaries/Wages | \$ <u>19,850.00</u> |
| Patient Transportation/Meals ¹ | \$ <u>4,450.00</u> |
| Program Supplies | \$ <u>2,700.00</u> |
| Telephone | \$ <u>1,000.00</u> |

¹ *If not incurring transportation costs, funding allocated could be re-distributed to other eligible operational costs.*

TOTAL ANNUAL ALLOCATION: **\$ 28,000.00**

*Unduplicated demographic information required on each person served

Peg Taylor Center for Adult Day Health Care Sliding Fee Schedule

(Exhibit "C")

The Peg Taylor Center is a nonprofit program and offers a Sliding Fee Schedule to assist participants who don't have long term care insurance or other coverage for their services. To determine where you will fall on the Sliding Fee Schedule:

Complete our financial forms to determine your adjusted gross monthly income, and daily rate.

| <i>If your adjusted gross monthly income is:</i> | <i>Your adjusted daily rate will be:</i> |
|--|--|
| \$4,500 + | \$85 |
| \$4,000 - \$4,499 | \$80 |
| \$0 - \$3,999 | \$75 |

Your all inclusive monthly charge, based on your scheduled days per week, will be:

| Daily Rate | \$75 | \$80 | \$85 |
|---|-------------|-------------|-------------|
| <i>For Scheduled Days/Week</i> | | | |
| 1 | \$300 | \$320 | \$340 |
| 2 | \$600 | \$640 | \$680 |
| 3 | \$900 | \$960 | \$1,020 |
| 4 | \$1,200 | \$1,280 | \$1,360 |
| 5 | \$1,500 | \$1,600 | \$1,700 |

Further Information

- Your monthly fee is based upon scheduled days of attendance within a four week-month. Adult Day Health Care is a medical service, so your fees may be tax-deductible; please consult with your tax advisor.
- Your daily rate is calculated by deducting core expenses, such as rent or mortgage costs, from your income and assets to determine your adjusted gross monthly income. You may request reevaluation of your financial status at any time.

Exhibit "E"
 Agreement Between City of Chico and Innovative Health care Services (Peg Taylor Center)
 Community Development Block Grant Public Services Funds
Fiscal Year 2020-2021

Period July 1-Sept. 30
 Period Oct. 1-Dec. 30
 Period Jan. 1- June 30 to
 include Year-End Cumulative

| | |
|--|-------------|
| | Due Oct. 31 |
| | Due Jan. 31 |
| | Due July 15 |

| Client/Address/ID # | Income (% of AMI) | | | | Newly Served This Period | Female HH | Elderly >62 yrs. | Disabled | Ethnicity Hispanic/Latino | Race | | | | | | | | | | | |
|--------------------------------------|-------------------|--------------|---------|-------------|--------------------------|-----------|------------------|----------|------------------------------|----------------------------------|----------------------|--|-------|---------------|-------|--------------------------------|--|-------|---|---|--|
| | Extremely Low 30% | Very Low 50% | Low 60% | Lower (80%) | | | | | | A | B | C | D | E | F | G | H | I | | | |
| | | | | | | | | | | American Indian or Alaska Native | Alaskan/Indian-White | American Indian or Alaska Native & Black | Asian | Asian & White | Black | Black/African American & White | Native Hawaiian Other Pacific Islander | White | | | |
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| Current Period TOTAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Year End TOTAL (due July 15 only) | | | | | | | | | | | | | | | | | | | | | |

ALL RECIPIENTS MUST BE IDENTIFIED BY ETHNICITY AND RACE
 Self-identification is the preferred method to collect this data, but if there is no response to your questionnaire, provider MUST indicate per observation

Unduplicated cumulative totals for entire year to be reported at year end